

**TRANSFER
TAX
PAID**

52-18

RELEASE DEED

MAINE CENTRAL RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Maine, with offices at Iron Horse Park, North Billerica, Middlesex County, Massachusetts (the "Grantor") in consideration of Twenty Three Thousand One Hundred and 00/100 (\$23,100.00) Dollars paid to it by **WARE - BUTLER, INC.**, with a mailing address of 14 North Street, Waterville, Maine 04901-5414 (the "Grantee") hereby grants to the Grantee all the Grantor's right, title and interest, without any warranties or covenants of title whatsoever, in a certain parcel of land, and the buildings, bridges, structures, crossings, fixtures and improvements thereon, if any, situated in Waterville, County of Kennebec, State of Maine (the "Premises") described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND
MADE A PART HEREOF BY THIS REFERENCE.

This conveyance is subject to the following reservations, conditions, covenants and agreements:

1. This conveyance is made without granting any right of way, either by necessity or otherwise, over any remaining land or location of the Grantor.
2. The Grantor hereby reserves an exclusive, permanent right of way and easement in, on, over, under, across and through the Premises for the purpose of accessing, constructing, installing, operating, maintaining, modifying, repairing, replacing, relocating and removing a telecommunications system or other system for transmission of intelligence or information by any means, whether now existing or hereafter devised, including such poles, pipes, wires, fibers, fiberoptic cables, repeater stations, attachments, appurtenances, structures or other equipment and property of any description necessary or useful for the same (the "Telecommunications Easement"). The Grantor further reserves the right to freely lease, license, mortgage, assign, pledge and otherwise alienate the Telecommunications Easement. The Grantee hereby covenants with the Grantor to recognize the Telecommunications Easement and, without the payment of any further consideration, to execute, acknowledge and deliver such instruments suitable for recording with the registry of deeds as the Grantor may reasonably require to acknowledge title to the Telecommunications Easement in the Grantor. The Grantor covenants to reasonably repair and restore the surface of the easement area after any work.

W.B.L.
Richard Giguere

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3. The Grantor excepts from this conveyance any and all railroad tracks, railroad track materials (including, but not limited to, ties, connections, switches and ballast) and/or related equipment of any description located in whole or in part within the Premises (the "Trackage") and this conveyance is subject to the right of the Grantor to enter the Premises from time to time and at any and all times within the ninety (90) day period commencing with and subsequent to the date of delivery of this deed, with such men, equipment and materials as, in the reasonable opinion of the Principal Engineering Officer of the Grantor, are necessary for the removal of the Trackage. Days during the months of December, January, February and March shall not be included in the aforesaid ninety (90) day period. If the Trackage is not removed from the Premises by the expiration of said ninety (90) day period, the Trackage shall be deemed abandoned by the Grantor and shall then become the property of the Grantee.
4. By the acceptance of this deed and as part consideration therefor, the Grantee hereby assumes any and all agreements, covenants, obligations and liabilities of the Grantor in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises.
5. By the acceptance of this deed and as part consideration therefor, the Grantee agrees to indemnify, defend and hold harmless the Grantor (including its officers, employees, agents, directors, shareholders and affiliates) from any and all loss, liability, damage, cost and expense (including reasonable attorneys' fees) occasioned by or associated with any claims, suits and/or enforcement actions (including any administrative or judicial proceedings and any remedial, removal or response actions) ever asserted, threatened, instituted or requested by any person and/or governmental agency on account of: (a) any release of oil or hazardous materials or substances of any description on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq., as amended); and (b) any and all damage to real or personal property, natural resources and/or harm or injury to persons alleged to have resulted from such release of oil or hazardous materials or substances.
6. By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to build and forever maintain fences (together with any necessary gates), suitable to the Principal Engineering Officer of the Grantor, along the boundaries of the Premises which are common to remaining land or location of the Grantor (the "Fences"), if Fences are ever required in the sole and reasonable opinion of said Principal Engineering Officer.

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7. This conveyance is subject to the following restriction for the benefit of other land or location of the Grantor, to wit: that from the date of delivery of this deed, the Grantor shall not be liable to the Grantee or any lessee or user of the Premises (or any part thereof) for any damage to any buildings or property upon them caused by fire, whether communicated directly or indirectly by or from locomotive engines of any description upon the railroad operated by the Grantor, or otherwise.
8. By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to make no use of the Premises which, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, adversely affects, increases or decreases drainage to, from, upon or in any remaining land or location of the Grantor. The Grantee agrees to indemnify and save the Grantor harmless from and against any and all loss, cost, damage or expense including, but not limited to, the cost of defending all claims and/or suits for property damage, personal injury or death arising out of or in any way attributable to any breach of the foregoing covenant.
9. The Grantor excepts from this conveyance any and all overhead, surface or underground signal and communication line facilities of the Grantor located within the limits of the Premises and this conveyance is subject to the Grantor's use of any such facilities in their present locations and entry upon the Premises from time to time to maintain, repair, replace, renew, relay or remove such facilities.
10. Whenever used in this deed, the term "Grantor" shall not only refer to the **MAINE CENTRAL RAILROAD COMPANY**, but also its successors, assigns and affiliates and the term "Grantee" shall not only refer to the above-named Grantee, but also the Grantee's successors, assigns and grantees, as the case may be.
11. The several exceptions, reservations, conditions, covenants and agreements contained in this deed shall be deemed to run with the land and be binding upon the Grantee forever. In addition to the acceptance and recording of this deed, the Grantee hereby signifies assent to the said several exceptions, reservations, conditions, covenants and agreements, by joining in its execution.

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IN WITNESS WHEREOF, the said MAINE CENTRAL RAILROAD COMPANY has caused this release deed to be executed in its name and its corporate seal to be hereto affixed by David A. Fink, its Chief Executive Officer, thereunto duly authorized this 18th day of November, 2004.

GRANTOR:
MAINE CENTRAL RAILROAD COMPANY

[Signature]
Witness

By: [Signature]
David A. Fink, Chief Executive Officer

SEAL

GRANTEE:
WARE - BUTLER, INC.

[Signature]
Witness

By: [Signature]

SEAL


COMMONWEALTH OF MASSACHUSETTS

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Middlesex, ss.


November 18, 2004

On this 18th day of November, 2004, before me, the undersigned notary public, personally appeared David A. Fink, Chief Executive Officer as aforesaid, proved to me through satisfactory evidence of identification, which was a Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Roland L. Theriault
Notary Public
My Commission Expires: August 1, 2009
Roland L. Theriault
Notary Public
My Commission Expires
August 1, 2009

STATE OF MAINE

Kennebec, ss.

 November 19, 2004

On this 19th day of November, 2004, before me, the undersigned notary public, personally appeared Richard A. Guen as aforesaid, proved to me through satisfactory evidence of identification, which was a Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Judy M. Mitchell
Notary Public:
My Commission Expires:
JUDY M. MITCHELL
Notary Public, Maine
My Commission Expires August 26, 2006

EXHIBIT "A"

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MAINE CENTRAL RAILROAD COMPANY
TO
WARE-BUTLER, INC.
SALE OF LAND
IN
WATERVILLE, MAINE

A certain lot or parcel of land situated southerly of the baseline of the Maine Central Railroad Right of Way Location and northerly of, but not adjacent to, North Street, so-called, in the City of Waterville, County of Kennebec and State of Maine, bounded and described as follows, to wit:

Beginning at a iron rod found at the northwesterly corner of the land conveyed to Ware-Butler, Inc., the grantee herein, (hereafter "the Ware-Butler lot") by deed dated October 27, 1989 and recorded in the Kennebec County Registry of Deeds (hereafter "the Kennebec Registry") Book 3681, Page 120, and found Thirty-eight and 00/100ths (38.00) feet radial to the right of baseline Station 3780+70.35 of the Maine Central Railroad Right of Way Location; thence

1) North Fourteen Degrees, Thirteen Minutes, Fifty-five Seconds East (N 14°-13'-55" E) along an easterly line of land retained by the Maine Central Railroad Company, a distance of Thirteen and 00/100ths (13.00) feet to an iron rod set Twenty-five and 00/100ths (25.00) feet radial to the right of baseline Station 3780+70.35 of the Maine Central Railroad Right of Way Location; thence

2) In a general easterly direction parallel to and Twenty-five and 00/100ths (25.00) feet southerly of said baseline following a curve to the left with a radius of Two Thousand One Hundred Thirty-four and 24/100ths (2134.24) feet and with a central angle of Eight Degrees, Eight Minutes, Fifty-seven Seconds (08°-08'-57"), an arc distance of Three Hundred Three and 55/100ths (303.55) feet to an iron rod set Twenty-five and 00/100ths (25.00) feet radial to the right of baseline Station 3783+70.35 of the Maine Central Railroad Right of Way Location; thence

3) In a general easterly direction parallel to and Twenty-five and 00/100ths (25.00) feet southerly of said baseline following a curve to the left with a radius of Two Thousand One Hundred Thirty-four and 24/100ths (2134.24) feet and with a central angle of Eight

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Degrees, Twenty-two Minutes, Fourteen Seconds ($08^{\circ}-22'-14''$), an arc distance of Three Hundred Eleven and 80/100ths (311.80) feet to an iron rod set Twenty-five and 00/100ths (25.00) feet radial to the right of baseline Station 3786+78.50 of the Maine Central Railroad Right of Way Location; thence

4) In a general easterly direction parallel to and Twenty-five and 00/100ths (25.00) feet southerly of said baseline following a curve to the left with a radius of Two Thousand One Hundred Thirty-four and 24/100ths (2134.24) feet and with a central angle of Eight Degrees, Eight Minutes, Fifty-seven Seconds ($08^{\circ}-08'-57''$), an arc distance of Three Hundred Three and 55/100ths (303.55) feet to an iron rod set Twenty-five and 00/100ths (25.00) feet radial to the right of baseline Station 3789+78.50 of the Maine Central Railroad Right of Way Location; thence

5) South Ten Degrees, Twenty-six Minutes, Thirteen Seconds East ($S 10^{\circ}-26'-13''$ E) along a westerly line of land retained by the Maine Central Railroad Company, a distance of Thirteen and 00/100ths (13.00) feet to an iron rod found at the northeasterly corner of the Ware-Butler lot and found Thirty-eight and 00/100ths (38.00) feet radial to the right of baseline Station 3789+78.50 of the Maine Central Railroad Right of Way Location; thence

6) In a general westerly direction parallel to and Thirty-eight and 00/100ths (38.00) feet southerly of said baseline and along the northerly line of the Ware-Butler lot following a curve to the right with a radius of Two Thousand One Hundred Forty-seven and 24/100ths (2147.24) feet and with a central angle of Eleven Degrees, Thirty Minutes, Thirty-eight Seconds ($11^{\circ}-30'-38''$), an arc distance of Four Hundred Thirty-one and 38/100ths (431.38) feet to an iron rod found Thirty-eight and 00/100ths (38.00) feet radial to the right of baseline Station 3785+54.75 of the Maine Central Railroad Right of Way Location; thence

7) North One Degree, Four Minutes, Twenty-five Seconds East ($N 01^{\circ}-04'-25''$ E) along an easterly line of the Ware-Butler lot, a distance of Five and 00/100ths (5.00) feet to an iron rod found Thirty-three and 00/100ths (33.00) feet radial to the right of baseline Station 3785+54.75 of the Maine Central Railroad Right of Way Location; thence

8) In a general westerly direction parallel to and Thirty-three and 00/100ths (33.00) feet southerly of said baseline and along the northerly line of the Ware-Butler lot following a curve to the right with a radius of Two Thousand One Hundred Forty-two and 24/100ths (2142.24) feet and with a central angle of One Degree, Four Minutes, Eleven Seconds ($01^{\circ}-04'-11''$), an arc distance of Forty and 00/100ths (40.00) feet to an iron rod

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found Thirty-three and 00/100ths (33.00) feet radial to the right of baseline Station 3785+15.37 of the Maine Central Railroad Right of Way Location; thence

9) South Two Degrees, Eight Minutes, Thirty-six Seconds West (S 02°-08'-36" W) along a westerly line of the Ware-Butler lot, a distance of Five and 00/100ths (5.00) feet to an iron rod found Thirty-eight and 00/100ths (38.00) feet radial to the right of baseline Station 3785+15.37 of the Maine Central Railroad Right of Way Location; thence

10) In a general westerly direction parallel to and Thirty-eight and 00/100ths (38.00) feet southerly of said baseline and along the northerly line of the Ware-Butler lot following a curve to the right with a radius of Two Thousand One Hundred Forty-seven and 24/100ths (2147.24) feet and with a central angle of Twelve Degrees, Five Minutes, Nineteen Seconds (12°-05'-19"), an arc distance of Four Hundred Fifty-three and 04/100ths (453.04) feet to the iron rod found at the point of beginning.

The above described parcel of land contains Eleven Thousand, Seven Hundred Eighty-two (11,782) square feet or Zero and 270/1000ths (0.270) acres and is the labeled, "Lot to be Conveyed", on the survey entitled, "Land in Waterville, Me, Maine Central Railroad Company to Ware-Butler, Inc., dated November 8, 2004 by K & K Land Surveyors, Inc. All iron rods called as "found" or "set" in the above description are one-half (1/2) inch rebar, capped and labeled, "K & K Land Surveyors, Inc. #1132 or 1318."

Being a portion of the premises conveyed to the herein grantor by Edward C. Lowe by deed dated February 22, 1875 and recorded in the Kennebec Registry Book 300, Page 457, and a portion of the premises conveyed to the Androscoggin & Kennebec Rail Road Company, predecessor in title to the grantor herein, by three deeds, the first dated August 28, 1848 and recorded in the Kennebec Registry Book 162, Page 202, the second dated September 29, 1849 and recorded in the Kennebec Registry Book 298, Page 443, and the third dated May 24, 1860 and recorded in the Kennebec Registry Book 225, Page 391.

Received Kennebec SS.
12/28/2004 9:07AM
Pages 8 Attests:
BEVERLY AUSTIN-HATHEWAY
REGISTER OF DEEDS